

O'MELVENY & MYERS LLP

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CENTURY CITY
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WASHINGTON, D.C.

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HONG KONG
LONDON
SHANGHAI
TOKYO

March 11, 1999

OUR FILE NUMBER
907,355-011
659535.1

WRITER'S DIRECT DIAL
212-326-2238

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

WRITER'S E-MAIL ADDRESS
jgriedman@omm.com

Re: WMATA 1999 Trust CCC A

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of Section 11301, title 49 of the United States Code are an original and copy each of (1) the Short Form of Head Lease, (2) the Short Form of Lease, and (3) the Short Form of Equipment Mortgage & Pledge Agreement, each dated as of March 11, 1999. These are all primary documents as defined in the Surface Transportation Board's Rules for the recordation of documents.

The names and addresses of the parties to the enclosed documents are:

Short Form of Head Lease

Lessor:

Washington Metropolitan Area Transit Authority
600 Fifth Street N.W.
Washington, DC 20001

Lessee:

WMATA 1999 Trust CCC A
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Counterpart - [Signature]

Short Form of Lease

Lessor:

WMATA 1999 Trust CCC A
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Lessee:

Washington Metropolitan Area Transit Authority
600 Fifth Street N.W.
Washington, DC 20001

Short Form of Equipment Mortgage & Pledge Agreement

Mortgagor:

Washington Metropolitan Area Transit Authority
600 Fifth Street N.W.
Washington, DC 20001

Mortgagee:

WMATA 1999 Trust CCC A
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

A description and the number of the Equipment covered by the enclosed documents is set forth on Exhibit A attached to each of the above-listed Short Form Agreements.

Additionally, I have enclosed for recordation an original and one copy each of (1) the Short Form of Loan Agreement, dated as of March 11, 1999, which is a secondary document. The Short Form of Loan Agreement relates to the above-listed documents; (2) the Short Form of Head Lessor's Lease Mortgage, dated as of March 11, 1999, which is both a primary and a secondary document. The Short Form of Head Lessor's Lease Mortgage relates to the Short Form of Lease; and (3) the Short Form of Lessor's Security Agreement, dated as of March 11, 1999, which is both a primary and a secondary document. The Short Form of Lessor's Security Agreement relates to the Short Form of Head Lease.

The names and addresses of the parties to the enclosed documents are:

Short Form of Loan Agreement - C

Assignor:

WMATA 1999 Trust CCC A
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Assignee:

AIG-FP Funding (Cayman) Limited, as agent for
the Series A, Series B Lenders and Series C Lenders
c/o Maples & Calder
P.O. Box 309
Ugland House
South Church Street
Grand Cayman, Cayman Islands
British West Indies

Short Form of Head Lessor's Lease Mortgage - D

Assignor:

WMATA 1999 Trust CCC A
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Assignee:

Washington Metropolitan Area Transit Authority
600 Fifth Street N.W.
Washington, DC 20001

Mortgagor:

WMATA 1999 Trust CCC A
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Mortgagee:

Washington Metropolitan Area Transit Authority
600 Fifth Street N.W.
Washington, DC 20001

Short Form of Lessor's Security Agreement - E

Assignor:

WMATA 1999 Trust CCC A
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Assignee:

Washington Metropolitan Area Transit Authority
600 Fifth Street N.W.
Washington, DC 20001

Mortgagor:

WMATA 1999 Trust CCC A
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

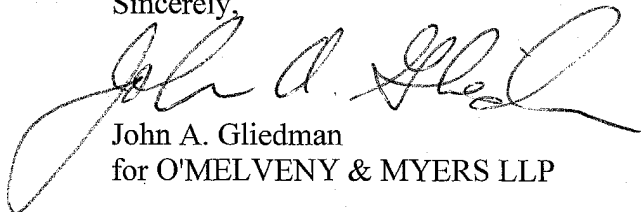
Mortgagee:

Washington Metropolitan Area Transit Authority
600 Fifth Street N.W.
Washington, DC 20001

Please cross-reference the above three agreements under the names Washington Metropolitan Area Transit Authority and WMATA 1999 Trust CCC A.

We enclose the filing fee pursuant to the applicable regulations. Please stamp and return original documents to Mr. Richard Vorosmarti of the Federal Research Corporation, 400 Seventh St., N.W., Suite 101, Washington, D.C. 20004. WMATA has appointed Mr. Vorosmarti as its attorney-in-fact for the purpose of making this filing.

Sincerely,



John A. Gliedman
for O'MELVENY & MYERS LLP

EXHIBIT A

RAILCARS RELATING TO CCC – WMATA TRANSACTION

Type	Serial No.
Breda Series 3000 (1985)	3074
Breda Series 3000 (1985)	3075
Breda Series 3000 (1985)	3114
Breda Series 3000 (1985)	3115
Breda Series 3000 (1985)	3116
Breda Series 3000 (1985)	3117
Breda Series 3000 (1985)	3120
Breda Series 3000 (1985)	3121
Breda Series 3000 (1985)	3122
Breda Series 3000 (1985)	3123
Breda Series 3000 (1985)	3126
Breda Series 3000 (1985)	3127
Breda Series 3000 (1985)	3132
Breda Series 3000 (1985)	3133

Breda Series 3000 (1986)	3118
Breda Series 3000 (1986)	3119
Breda Series 3000 (1986)	3124
Breda Series 3000 (1986)	3125
Breda Series 3000 (1986)	3128
Breda Series 3000 (1986)	3129
Breda Series 3000 (1986)	3130
Breda Series 3000 (1986)	3131
Breda Series 3000 (1986)	3134
Breda Series 3000 (1986)	3135
Breda Series 3000 (1986)	3136
Breda Series 3000 (1986)	3137
Breda Series 3000 (1986)	3138
Breda Series 3000 (1986)	3139
Breda Series 3000 (1986)	3140
Breda Series 3000 (1986)	3141
Breda Series 3000 (1986)	3142
Breda Series 3000 (1986)	3143
Breda Series 3000 (1986)	3144
Breda Series 3000 (1986)	3145
Breda Series 3000 (1986)	3146
Breda Series 3000 (1986)	3147
Breda Series 3000 (1986)	3148
Breda Series 3000 (1986)	3149
Breda Series 3000 (1986)	3150
Breda Series 3000 (1986)	3151

RAILCARS RELATING TO CCC – WMATA TRANSACTION

Type	Serial No.
Breda Series 3000 (1986)	3152
Breda Series 3000 (1986)	3153
Breda Series 3000 (1986)	3154
Breda Series 3000 (1986)	3155
Breda Series 3000 (1986)	3156
Breda Series 3000 (1986)	3157
Breda Series 3000 (1986)	3158
Breda Series 3000 (1986)	3159
Breda Series 3000 (1986)	3160
Breda Series 3000 (1986)	3161
Breda Series 3000 (1986)	3162
Breda Series 3000 (1986)	3163
Breda Series 3000 (1986)	3190
Breda Series 3000 (1986)	3191
Breda Series 3000 (1986)	3192
Breda Series 3000 (1986)	3193
Breda Series 3000 (1986)	3164
Breda Series 3000 (1986)	3165
Breda Series 3000 (1986)	3166
Breda Series 3000 (1986)	3167
Breda Series 3000 (1986)	3168
Breda Series 3000 (1986)	3169
Breda Series 3000 (1986)	3170
Breda Series 3000 (1986)	3171
Breda Series 3000 (1986)	3172
Breda Series 3000 (1986)	3173
Breda Series 3000 (1986)	3174
Breda Series 3000 (1986)	3175
Breda Series 3000 (1986)	3176
Breda Series 3000 (1986)	3177
Breda Series 3000 (1986)	3180
Breda Series 3000 (1986)	3181
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Breda Series 3000 (1986)	3183
Breda Series 3000 (1986)	3184
Breda Series 3000 (1986)	3185
Breda Series 3000 (1986)	3186
Breda Series 3000 (1986)	3187
Breda Series 3000 (1986)	3188
Breda Series 3000 (1986)	3189

RAILCARS RELATING TO CCC – WMATA TRANSACTION

Type	Serial No.
Breda Series 3000 (1986)	3194
Breda Series 3000 (1986)	3195
Breda Series 3000 (1986)	3196
Breda Series 3000 (1986)	3197
Breda Series 3000 (1986)	3198
Breda Series 3000 (1986)	3199

Breda Series 3000 (1987)	3178
Breda Series 3000 (1987)	3179
Breda Series 3000 (1987)	3200
Breda Series 3000 (1987)	3201
Breda Series 3000 (1987)	3202
Breda Series 3000 (1987)	3203
Breda Series 3000 (1987)	3204
Breda Series 3000 (1987)	3205
Breda Series 3000 (1987)	3206
Breda Series 3000 (1987)	3207
Breda Series 3000 (1987)	3208
Breda Series 3000 (1987)	3209
Breda Series 3000 (1987)	3210
Breda Series 3000 (1987)	3211

RAILCARS RELATING TO CCC – WMATA TRANSACTION

Type	Serial No.
Breda Series 3000 (1987)	3212
Breda Series 3000 (1987)	3213
Breda Series 3000 (1987)	3214
Breda Series 3000 (1987)	3215
Breda Series 3000 (1987)	3216
Breda Series 3000 (1987)	3217
Breda Series 3000 (1987)	3218
Breda Series 3000 (1987)	3219
Breda Series 3000 (1987)	3220
Breda Series 3000 (1987)	3221
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Breda Series 3000 (1987)	3241
Breda Series 3000 (1987)	3242
Breda Series 3000 (1987)	3243
Breda Series 3000 (1987)	3244
Breda Series 3000 (1987)	3245
Breda Series 3000 (1987)	3246
Breda Series 3000 (1987)	3247
Breda Series 3000 (1987)	3248
Breda Series 3000 (1987)	3249

MAR 11 '99

5-00PM

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

O'Melveny & Myers LLP
153 East 53rd Street
New York, New York 10022

SHORT FORM OF HEAD LEASE

This Short Form of Head Lease is made and dated as of the 11 day of March, 1999, by and among, **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**, a body corporate and politic created and existing under and by virtue of a compact between the State of Maryland, the Commonwealth of Virginia and the District of Columbia and having an address at 600 Fifth Street, NW, Washington, D.C. 20001 ("**Head Lessor**") and **WMATA 1999 TRUST CCC A ("Head Lessee")**, a Delaware statutory business trust, having an address in care of Wilmington Trust Company, 1100 North Market Street, Wilmington, Delaware 19890-0001:

A. Head Lessor is the owner of that certain Equipment described in Exhibit A attached hereto and incorporated herein by reference (the "**Equipment**").

B. Head Lessor desires to lease the Equipment to Head Lessee, and Head Lessee desires to lease the Equipment from the Head Lessor on the terms and conditions set forth in that certain Head Lease Agreement between Head Lessor and Head Lessee, of date even herewith (the "**Head Lease**"), which by this reference is incorporated herein and made a part hereof as if set forth at length.

C. Head Lessor and Head Lessee desire to record this Short Form of Head Lease with the U.S. Surface Transportation Board to give constructive notice of Head Lessee's leasehold interest in the Equipment.

D. Attached hereto as Exhibit B is a Head Lease Certificate of Acceptance between Head Lessor and Head Lessee of even date herewith, which is incorporated herein by reference and made a part hereof as if set forth at length.

In consideration of the foregoing recitals, and for other good and allowable consideration, the receipt and sufficiency of which are hereby acknowledged, Head Lessor and Head Lessee agree as follows:

1. **Property Leased.** Head Lessor hereby leases to Head Lessee, and Head Lessee hereby leases from Head Lessor, the Equipment for the term, and on the covenants and conditions set forth in the Head Lease, which Head Lease is by this reference incorporated herein and made a part hereof as if set forth herein at length.

2. **Term of Head Lease.** The above-described lease term is for the term set forth in the Head Lease, subject to any extension or renewal options contained in the Head Lease.

3. **Conflict With Head Lease.** In the event of any conflict between this Short Form of Head Lease and the Head Lease, the terms, covenants and conditions of the Head Lease shall control.

4. **Counterparts.** This Short Form of Head Lease may be executed in one or more counterparts, but there shall only be one original. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached the same instrument, which shall be the original of this Short Form of Head Lease.

IN WITNESS WHEREOF, the Head Lessor and Head Lessee have executed this Short Form of Head Lease as of the date first above written.

HEAD LESSOR:

WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY

By: 

Name:

Title:

HEAD LESSEE:

WMATA 1999 TRUST CCC A

By: Wilmington Trust Company, not in its
individual capacity but solely as Trustee

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Head Lessor and Head Lessee have
executed this Short Form of Head Lease as of the date first above written.

HEAD LESSOR:

WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY

By: _____
Name:
Title:

HEAD LESSEE:

WMATA 1999 TRUST CCC A

By: Wilmington Trust Company, not in its
individual capacity but solely as Trustee

By:  _____
Name: **W. CHRIS SPONENBERG**
Title: **ASSISTANT VICE PRESIDENT**

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Breda Series 3000 (1987)	3248
Breda Series 3000 (1987)	3249

EXHIBIT B

Exhibit A to
Head Lease Agreement

HEAD LEASE CERTIFICATE OF ACCEPTANCE (WMATA-CCC-A), dated March [11], 1999, by WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY, a body corporate and politic established under the Compact, (herein called the "Head Lessor"), and by WMATA 1999 TRUST CCC A, (herein called the "Head Lessee"). All capitalized terms used herein, unless defined herein, shall have the respective meanings set forth in Appendix A to the Participation Agreement (WMATA-CCC-A), dated as of March [11], 1999 among the Head Lessee, the Head Lessor and the other parties named therein.

W I T N E S S E T H

WHEREAS, the Head Lessor and the Head Lessee, concurrently herewith, are entering into the Head Lease Agreement (the "Head Lease"). The Participation Agreement provides for, inter alia, the execution and delivery on the date hereof of this Head Lease Certificate of Acceptance for the purpose of acknowledging delivery of specific Items of Equipment under the Head Lease and leasing such Items of Equipment under the Head Lease as and when delivered in accordance with the terms thereof.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Head Lessor and the Head Lessee hereby agree as follows:

1. The Head Lessor hereby delivers and leases to the Head Lessee under the Head Lease, and the Head Lessee hereby accepts and leases from the Head Lessor under the Head Lease, the Items of Equipment specified in Schedule I hereto.
2. The date of delivery and acceptance of such Items of Equipment under the Head Lease is the date of this Head Lease Certificate of Acceptance as set forth in the opening paragraph hereof, on which date the Head Lease Term for such Items of Equipment shall commence.
3. The Head Lessee hereby confirms to the Head Lessor that the Head Lessee has accepted such Items of Equipment for all purposes of the Head Lease and as being in full compliance with the Head Lease.
4. Schedules I through V attached hereto are hereby incorporated herein by reference.

Acknowledgment
Pursuant to 49 C.F.R. § 1177.3

I, Harold M. Bartlett, certify that I am
Secretary of Washington Metropolitan Area Transit Authority
("WMATA"), a body corporate and politic created and existing under and by virtue of a compact
between the State of Maryland, the Commonwealth of Virginia and the District of Columbia, that
the seal affixed to the foregoing instrument is the seal of WMATA, that the instrument was
signed and sealed on behalf of WMATA by authority of its Board of Directors, and that I
acknowledge that the execution of the foregoing instrument was the free act and deed of
WMATA. I further declare under penalty of perjury that the foregoing is true and correct.

Executed on March __, 1999.

Harold M. Bartlett

Name:

Title:

Acknowledgment
Pursuant to 49 C.F.R. § 1177.3

I, W. CHRIS SPONENBERG, certify that I am
ASSISTANT VICE PRESIDENT of Wilmington Trust Company, the Trustee of WMATA 1999
TRUST CCC A, a Delaware statutory business trust, that the instrument was signed and sealed
on behalf of the Trust by authority of its Trustee, and that I acknowledge that the execution of
the foregoing instrument was the free act and deed of the Trust. I further declare under penalty
of perjury that the foregoing is true and correct.

Executed on March __, 1999.


Name: **W. CHRIS SPONENBERG**
Title: **ASSISTANT VICE PRESIDENT**